

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number S/001/0075 Mine Name ESSEX MILL TAILINGS POND
Operator GENE HENRIE DBA QUALITY CRUSHING Date SENT AUGUST 4 2011
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
NOTICE OF FILE CLOSURE AND RELEASE OF RECLAMATION SURETY
2011-08042011

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
BOND FILE 2011-08042011

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
BOND FILE 2011-08042011

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

50010074 4/24
50010075 4/23 110023070

Account Number: [REDACTED]
Account Name: OGM - Gene Henrie dba Quality Crushing
Tran #: 17419620
Admin Name: Raylyn Daniel - UST 801-844-8523
Date: 07/15/2011

This check constitutes payment of the following:

Escrow Disbursements
final release of acct # [REDACTED]

Paid For:

Amount: \$23,558.11

110023070

Payee:

OGM - Gene Henrie dba Quality Crushing
c/o Utah State Treasurer
350 N State Street Ste 180
PO Box 142315
Salt Lake City UT 84114-2315

HARLAND CLARKE M17873 10478900

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

110023070

Zions First National Bank
Salt Lake City, Utah
801-844-7089

OGM - Gene Henrie dba Quality Crushing

Trust Account [REDACTED]

7/15/2011

\$23,558.11*

Twenty Three Thousand Five Hundred Fifty Eight Dollars & 11/100

Pay to the Order Of:

OGM - Gene Henrie dba Quality Crushing
c/o Utah State Treasurer
350 N State Street Ste 180
PO Box 142315
Salt Lake City UT 84114-2315



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Gene Henrie dba Quality Crushing** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S0010075** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Gene Henrie dba Quality Crushing
Operator Name

By Gene Henrie
Authorized Officer (Typed or Printed)

Owner

Authorized Officer - Position

Gene Henrie
Officer's Signature

5-22-09
Date

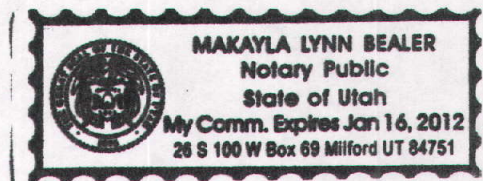
STATE OF Utah)

) ss:

COUNTY OF Beaver)

On the 22nd day of May, 2009, Gene Henrie
personally appeared before me, who being by me duly sworn did say that he/she is an Owner (owner, officer, director, partner, agent or other (specify)) of the Operator Quality Crushing and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

Makayla Bealer
Notary Public
Residing at 210 S 100 W Milford UT 84751
Jan 16, 2012
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

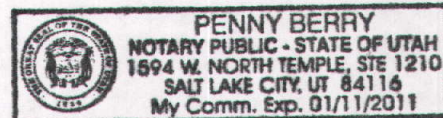
6/10/09
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 10 day of June, 2009, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Penny Berry
Notary Public
Residing at: Salt Lake

1/11/2011
My Commission Expires:



FACT SHEET

Commodity: Magnetite

Mine Name: Essex Tailings Pond

Permit Number: S0010075

County: Beaver

Disturbed Acres: 4.97

Operator Name: Gene Henrie

Operator address: 956 South Canyon Drive, Cedar City, Utah 84720

Operator telephone: 435-865-5870

Operator fax: 435-867-5786

Operator email: qualitycrushing@yahoo.com

Contact: Gene Henrie

Surety Type: Cash Bond

Held by (Bank/BLM): DOGM

Surety Amount: ~~\$21,900.00~~ 18,000

Surety Account Number: _____

Escalation Year: _____

Tax ID or Social Security (for cash only): _____

Surface owner: Western Utah Copper Company

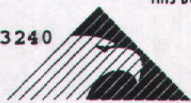
Mineral owner: Western Utah Copper Company

UTU and/or ML number: 319518E/4254152N

***DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or
bondcoordinator@utah.gov

80398 / FXQ 52362-P

3240

MOUNTAIN AMERICA
FEDERAL CREDIT UNION

CASHIER'S CHECK

01 1257240

P.O. Box 9001, West Jordan, Utah 84084-9001 • 1-800-748-4302 • www.macu.com

16-4220/1220

DATE 03/23/09

\$30,000.00

PAY ** Thirty Thousand and 00/100 DOLLARS **

TO THE
ORDER
OFDOGM
WESTERN UTAH COPPER CO
COPPER RANCHORIGINAL CHECK
ROUTED TO ACCOUNTING

PAYABLE THROUGH PREFERRED BANK LOS ANGELES, CA

MOUNTAIN AMERICA FEDERAL CREDIT UNION

AUTHORIZED SIGNATURE

MP

E0010159

E001005

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICROPRINT SIGNATURE LINE AND BORDER. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

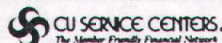
80398 / FXQ 52362-P

3240

MOUNTAIN AMERICA
FEDERAL CREDIT UNION

CASHIER'S CHECK

01 1257241

P.O. Box 9001, West Jordan, Utah 84084-9001 • 1-800-748-4302 • www.macu.com

16-4220/1220

DATE 03/23/09

\$18,000.00

PAY ** Eighteen Thousand and 00/100 DOLLARS **

TO THE
ORDER
OFDOGM
WESTERN UTAH COPPER CO
MAGENTITEORIGINAL CHECK
ROUTED TO ACCOUNTING

PAYABLE THROUGH PREFERRED BANK LOS ANGELES, CA

MOUNTAIN AMERICA FEDERAL CREDIT UNION

AUTHORIZED SIGNATURE

MP

50010075

RECEIVED

MAR 30 2009

DIV OF OIL, GAS & MINING

MINERALS BONDS

Cash RECEIPT

Date 3/30/2009Amount \$ 18,000.00
Check # 011257241

Permit Number

50010075

Operator

Gene Henrie dba Quality Crushing

For/Memo

Surety

Signature

Penny Berry

Penny Berry - Re: Essex Mill Tailing Pond S0010075

From: Tom Munson
To: Berry, Penny
Date: 11/22/2010 11:13 AM
Subject: Re: Essex Mill Tailing Pond S0010075

Although it was not documented it was allowed based on the fact that no revegetation was needed at this site. When they submitted the bond they only submitted \$18,000. Tom

Tom Munson
1594 West North Temple, Suite 1210
Salt Lake City, Utah 84105
801-538-5321
tommunson@utah.gov

>>> Penny Berry 11/16/2010 12:07 PM >>>
Hi Tom,

We sent out a tentative approval for this site (NOI complete, but surety is required). In that letter it states that the surety amount would be \$21,900. We received a check in the amount of \$18,000 and this permit has been approved. I can't see why we accepted the \$18,000? Please can you give me a little info so I can put it in the file. Thanks.

Penny Berry - Essex Mill Tailing Pond S0010075

From: Penny Berry
To: Tom Munson
Date: 11/16/2010 12:07 PM
Subject: Essex Mill Tailing Pond S0010075

Hi Tom,

We sent out a tentative approval for this site (NOI complete, but surety is required). In that letter it states that the surety amount would be \$21,900. We received a check in the amount of \$18,000 and this permit has been approved. I can't see why we accepted the \$18,000? Please can you give me a little info so I can put it in the file. Thanks.



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

April 2, 2009

Gene Henrie
Gene Henrie dba Quality Crushing
956 South Canyon Drive
Cedar City, Utah 84720

Subject: Request for Reclamation Contract, Gene Henrie dba Quality Crushing, Essex Mill
Tailing Pond, S0010075, Beaver County, Utah

Dear Mr. Henrie:

On March 30, 2009 the Division received your check number 01 1257241 in the amount of \$18,000.00 for reclamation surety.

Please read, sign and notarized the enclosed reclamation contract. Please complete the fact sheet and include your tax ID# or your SSN.

Please return these documents to the Division as soon as possible so that we can proceed with our process in completing this file. If you have any questions please call 801-538-5291 or email bondcoordinator@utah.gov. Thank you for your attention in this matter.

Sincerely,

Penny Berry
Bond Coordinator
Minerals Program

PB

P:\GROUPS\MINERALS\WP\M001-Beaver\S0010075-Essex Mill\bond\LtrReqMRRC.doc

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Gene Henrie dba Quality Crushing** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S0010075** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Operator Name

By _____
Authorized Officer (Typed or Printed)

Authorized Officer - Position

Officer's Signature

Date

STATE OF _____)

) ss:

COUNTY OF _____)

On the _____ day of _____, 20____, _____
_____ personally appeared before me, who being by me duly sworn did say that he/she is an _____ (owner, officer, director, partner, agent or other (specify)) of the Operator _____ and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

Notary Public

Residing at _____

My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By _____
John R. Baza, Director

Date

STATE OF _____)
_____) ss:
COUNTY OF _____)

On the ____ day of _____, 20 __, _____
personally appeared before me, who being duly sworn did say that he, the said
_____ is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Notary Public
Residing at: _____

My Commission Expires:

FACT SHEET

Commodity: _____

Mine Name: _____

Permit Number: _____

County: _____

Disturbed Acres: _____

Operator Name: _____

Operator address: _____

Operator telephone: _____

Operator fax: _____

Operator email: _____

Contact: _____

Surety Type: _____

Held by (Bank/BLM): _____

Surety Amount: _____

Surety Account Number: _____

Escalation Year: _____

Tax ID or Social Security (for cash only): _____

Surface owner: _____

Mineral owner: _____

UTU and/or ML number: _____

***DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or
bondcoordinator@utah.gov